

Terms of service

Adtogame terms of service for Partners

§ 1. General provisions

1. The terms of service (Regulations) define the rules and regulations of the affiliate marketing agency Adtogame (www.adtogame.com) as well as rights and obligations of It also includes the conditions for broadcasting advertisements broadcasted by Advertisers and the forms and ways of settling activities between Partners and Adtogame, and the technical conditions necessary for cooperation with the ICT system used by the service provider (the Website) and the complaint procedure.
2. The Administrator and the owner of the Website www.adtogame.com (hereinafter: Website) is Game Media Sp. z o. o., Hubska 52/14 Street, 50-502 Wrocław, TIN 8992868696, REGON No. 38441918700000, entered into the register of entrepreneurs kept by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division of the National Court Register under no. KRS 0000805111, shared capital of 16 000 PLN, hereinafter Adtogame, ATG, or the Administrator.

§ 2. Definitions

Partner a natural person, a legal person, or an organizational unit with no legal personality but which is granted legal capacity under the law, having the respective Traffic Source, who meets the conditions indicated in this Regulations, necessary to acquire Partner's status and expresses his willingness to cooperate with Adtogame in order to lease advertising space to Advertisers.

Traffic Source a website, web page, blog, forum, social media profile, or other media on which the Partner leases blocks of advertising space to the Advertiser through ATG.

Advertiser third-party entity, who commissions ATG handling a Campaign on terms outlined in a separate agreement between the Advertiser and the ATG.

Campaign a set of marketing activities, ordered by the ATG Advertiser, initially taking place on Partner's Traffic Source.

End-User a natural person performing predetermined action set by the Advertiser (eg. clicking on a given advertisement published on a Partner's Traffic Source. An advertisement is a link to the Advertiser's website, who pays for an agreed action).

Affiliate Link a reference placed in Partner's Traffic Source, leading to Advertiser's website.

Traffic describes proper actions taken by the End-User (eg. clicking on a banner, filling out a form, or making a purchase on the Advertiser's website) which was previously confirmed and accepted by the Advertiser or ATG.

Artificial traffic describes incorrect and fake Traffic, which does not provide expected results by the Advertiser results, which the Advertiser or Administrator can reject. This applies, among others, to situations when:

- a. the data provided on the website is false;
- b. the data provided on the website was carried out without the consent of the owner of this data;
- c. The Partner encouraged third parties, offering them remuneration or any other service, to provide data that could persuade them to perform actions in the Campaign, unless the Advertiser explicitly allows such behavior;
- d. Traffic comes from invalid clicks;
- e. Traffic comes from hidden ads;
- f. Traffic comes from bots.

Ban a permanent block of Partner's account resulting from failure to comply with the provisions of these Regulations or legal rules. The Administrator shall preserve the right not to give specific reasons for imposing a ban based on legitimate protection of the artificial traffic detection system. In the case of account closure (also as a result of a ban), the Partner shall receive all accumulated funds, approved by the Advertiser and the Administrator.

§ 3. Website Principles of Operation

1. After registering the account and receiving approval from the Administrator, Partner can participate in Campaigns as part of which he leases his advertising space to Advertisers. Depending on the pricing model chosen by the Advertiser (eg. CPA, CPL, CPS, COD, PPI, Direct PPI, PPI Bundle, IVR, SMS MO, SMS MT) Partner shall receive remuneration after it's been accepted by the Advertiser or the Administrator.
2. The remuneration amount is individually described in detail in the Campaign conditions. Campaign rates might be subject to change (both increase and decrease), which can result from, e.g., good or bad Traffic quality, changes of the exchange rate of currency in which the Advertiser settles with the Administrator, geolocation, or change in the conditions of participation in the Campaign by the Advertiser.
3. A technical condition that must be obeyed to successfully register and use the Website as well as participate in Campaigns is having an active e-mail account, phone number, and device with internet access and internet browser not older than Internet Explorer 8.0, Mozilla Firefox 3.0, Google Chrome 3.0, Safari 4.0, Opera 10.0. The administrator is not responsible for technical breaks and other disruptions in the operation of the website caused by force majeure.
4. To register on the Website, the user must fill in an electronic form which can be accessed in the everflowclient.io domain and confirming the date by the Partner; after that, the Administrator will activate the account.

5. By registering on the Website the user accepts the Terms of Service. Detailed terms and conditions applicable for a Campaign are determined when the Partner joins a Campaign.
6. By registering on the Website the user agrees to the processing of personal data and declares that he/she has the capacity to perform legal acts. The purpose and scope of personal data processing have been defined in § 11.
7. Registration on the Website is free of charge, save for participation in certain Campaigns which may require ATG to prepare personalized solutions dedicated to a given Partner. In such cases, selected ATG activities may require payment, which will be clearly stated every time.
8. The Partner can delete the account at any time and withdraw from participating in a Campaign. To proceed, the Partner must submit to the Administrator a request to remove the account via e-mail or in the relevant section on the Website. Deleting the account is irreversible - to use the Website again, the user must register again.
9. All content on the www.adtgame.com web page, in particular trademarks, works under the Copyright and Neighbouring Rights Act, expert knowledge, know-how, and software with ways of running advertising campaigns belong to ATG and cannot be used without the explicit consent of the Advertiser or other authorized person. The Partner has the right to use the links to the Advertisers' landing pages, sales pages, and graphic materials, for the use of which ATG or the Advertiser gives explicit consent, and only in the scope required to participate in Campaigns.
10. As part of the Website, the Administrator may also offer other services. The detailed terms of use will be specified for each service individually.

§ 4. Conditions of participation in Campaigns

1. ATG announces Campaigns on their Website, in which the Partner may participate after meeting the conditions specified in the description of a given Campaign. Joining the Campaign requires clicking the appropriate button next to the Campaign description. It may, however, require additional verification and approval by ATG or the Advertiser.
2. By joining the Campaign, the Partner accepts the terms and conditions presented there, constituting the detailed terms of the advertising space rental agreement concluded between the Partner and ATG. The Partner sublets the advertising space to the Advertiser.
3. Breaking the terms of participation in the Campaign may lead to removing the Partner from the Campaign, which may result in the obligation for the Partner to remove from his Traffic Source all materials provided by ATG or the Advertiser.
4. If the Partner wishes to send a mailing as part of the Campaign, the Partner is obliged to obtain ATG's consent for such mailing. To obtain the consent, referred to in the previous sentence, the Publisher must demonstrate an agreement from the recipients

of the mailing audience to receive commercial information as well as send a test e-mail to ATG and get their approval.

5. The Partner participating in a Campaign undertakes to comply with all the rules in force in a given Campaign, particularly the provisions relating to the content of the Partner's Traffic Source, proprietary copyrights, and protection rights for trademarks owned by third parties.
6. The Partner's participation in the Campaign does not give rise to an agreement between the Partner and the Advertiser. The Partner undertakes not to conclude contracts with Advertisers without ATG's written consent during the course of the agreement and within 1 year of its termination.
7. The Partner is prohibited from providing wrongful content, particularly content that violates third parties' personal rights, promotes hate speech (eg. on a racial, ethnic, or religious basis), violates generally accepted social norms. The Partner is also banned from taking any action that could result in any work disruptions or overload the IT systems of ATG or other entities that directly or indirectly provide electronic services, including, in particular, circumventing security measures, installing malicious software, posting content in places not intended for it.
8. The Administrator is in no way responsible for the incorrect running of the Campaign within the scope that Advertisers are responsible for.

§ 5. The Rights and Obligations of the Administrator and the Partner

1. ATG is obliged to actively monitor and record traffic between the Partner's Traffic Source and the Advertiser's landing page. The Partner's remuneration for the rental of advertising space intended for a Campaign will be based on the performance registered and calculated by ATG, taking into account the selected pricing model.
2. ATG is not responsible for the content posted by Partners on their Traffic Sources, particularly for compliance with the law, content quality in terms of merit, composition and form, and its truthfulness and reliability. Each Partner displays files, entries, or comments solely at their own risk and is responsible for any violation of third party rights, copyrights, personal rights or property rights or image rights, or the principles of fair competition.
3. In case of suspected violation of the law, violation of the Regulations or personal rights of other persons, the Administrator, taking into account the content of paragraph 2 (above), reserves the right to delete and block entries, remove the Partner from a Campaign and block or delete their account on the Website.
4. Partners are prohibited from making statements and publishing materials which:
 - a. violate the personal rights of other people and are morally reprehensible,
 - b. contain vulgar or offensive content, offend religious feelings of other people, and insult the object of religious worship,

- c. contain pornographic content, promote the dissemination of pornography, are in any way sexualized or induced to prostitution,
 - d. violate Polish or international laws, moral standards, support radical social attitudes or promote such views (racial discrimination, ethnic discrimination, discrimination based on sex, religion, etc.), directed at a natural or legal person,
 - e. constitute political agitation or an attempt to impose their views on other people using the Website,
 - f. contain words commonly considered as offensive, promote alcohol, intoxication or psychotropic substances, drugs, as well as xenophobic, racist, fascist comments,
 - g. incite to violate the law, hate speech or promote violence,
 - h. attack other Partners or Advertisers and contain false information.
5. In whole or in part, the Partner may not assign any rights or obligations under this Agreement to a third party without the prior written consent by ATG.
 6. The Partner undertakes not to generate or contribute to generating Artificial Traffic in any way as part of the Campaign.
 7. The Partner has the right to recruit other Partners to cooperate with ATG. For this, they will be entitled to a commission on the terms specified on the Website or in the Insertion Order.
 8. The Partner is obliged to immediately remove any advertising materials from their Traffic Sources for all Campaigns which are suspended or terminated.
 9. The Partner is compelled to immediately notify the Administrator about any changes in the legal status of their business, its discontinuation, or ceasing to be an active VAT (tax) payer.

§ 6. Cooperation between Partners and Advertisers

1. The Advertiser, personally or through the Administrator acting on their behalf (based on the guidelines provided by the Advertiser), accepts a Campaign Partner.
2. After approval from the Advertiser, the Partner has the right to use all Website functionalities which will help achieve the best results for the advertising space, especially the right to place widgets, banners, or links in the Traffic Source and use any available XML files to promote the Advertisers.
3. The Partner is obliged to follow the Partner's Code of Ethics, especially to avoid spamming.
4. The Advertiser and Administrator are entitled to validate the Traffic - check it for regularity, fulfillment of the Campaign conditions, and whether it is not obtained in a manner contrary to the law or the content of these Regulations. Only after validation,

which may take up to a few months, the status of funds due for the rental of advertising space under a given Campaign is changed to, respectively: Pending Acceptance/Accepted/Withdraw/Rejected. Only funds with the "Withdraw" status can be settled. However, if further verification leads to the conclusion that the Traffic should be treated as Artificial Traffic, the status of accumulated funds in a Campaign may be changed. This may lead to the need to return the funds which have already been paid out.

5. When sending messages via e-mail, the Partner undertakes to comply with the prohibition of unsolicited advertisement (spam). Therefore, it is imperative to obtain the consent of each recipient before sending the mailing. Upon ATG's request, the Partner agrees to provide evidence of such consent.
6. The Partner is not allowed to use keywords containing legally protected terms, especially Advertiser or Advertiser's competitors' trademarks without their consent ("Brand bidding"), or direct traffic from domains that are deliberately misleading (for example, "allego.pl" unless the Advertiser will explicitly allow such actions).
7. The Partner undertakes to:
 - a. cooperate with ATG for the exclusive benefit of Advertisers who rent the advertising space,
 - b. not using Affiliate Links, in a way that may reduce the functionality of the Advertiser's Website,
 - c. provide current, complete, and competent information about the Advertiser to End-Users,
 - d. present all information about the Advertiser's offer in a manner that is not misleading, and duplicate the Advertiser's Materials faithfully and accurately,
 - e. keep advertisements up-to-date in the leased space and in accordance with the Advertiser's guidelines.
8. Any form of inappropriate use of the available applications, in particular, inconsistent with the Regulations, conditions of a given Campaign, the Partner's Code of Ethics, or the provisions of the law, may lead to blocking the account.
9. Advertisers may require the Partner to sign a separate agreement in order to participate in some Campaigns, which will regulate issues as the rate, duration, or conditions of the campaign. The conclusion of such an agreement will not be considered a breach of the provisions of § 4 sec. 6 of these Regulations.

§ 7. Remuneration for Partners

1. The terms and conditions of the Partner's remuneration for the rental of advertising space may vary depending on the billing model and rates in respective Campaigns and are available to each Partner - on the website of a given Campaign,

simultaneously functioning as part of the contract concluded between the Administrator and the Partner.

2. The Advertiser sets the terms of the Campaign and has the right to change the terms of the Campaign during its duration, about which the Partner will be informed each time via the Website.
3. The terms of the Partners' remuneration for the rental of the advertising space are determined through ATG monitoring.
4. The Partner's remuneration is the amount due, increased by the tax on goods and services at the appropriate rate if the Partner is a VAT payer. In the case of natural persons who do not conduct the business activity, the Administrator is not a payer of the Partner's income tax advance because the Partner is obliged to individually settle the tax on rental income (under the interpretation of the Minister of Finance of September 5, 2014 no. DD2/033/55/KBF/14/RD-75000).
5. The Partner can check sales statistics online, detailing commissions: payable, accepted, pending, and rejected.
6. Payment of the remuneration due to the Partner is made based on bills, invoices, or other documents issued by the Partner, to a bank account, digital wallet, or online payment system, when the amount of funds accumulated on the Partner's account is at least the equivalent of EUR 100. In case of termination of cooperation, the Partner has the right to withdraw all accumulated funds.
7. The Partner can also withdraw the funds using the self-billing mechanism. To do that, he must choose this form of settlement via the Panel and undertake not to issue invoices for settlements with the Administrator.
8. Accrued remuneration for accepted transactions, which have passed the status "Withdraw," is paid at the Partner's request at any time after exceeding the minimum amount. The payment date is 30 days (NET30), starting from the date of payout of funds for a given Campaign by the Advertiser to the Administrator or from the day the Partner requests the payment of funds - depending on which event occurs first. The payout period may be extended in the event of the need to verify traffic or in case of unexpected situations for which the Administrator is not responsible (force majeure).
9. The condition for the payment to the Partner of funds with the "Withdraw" status is receiving the payment from the Advertiser to the Administrator's bank account.
10. If the funds are paid to the Partner by mistake or before their transfer by the Advertiser, and after subsequent verification, it turns out that the Traffic being the basis for the payment will be rejected by the Advertiser, the Partner is obliged to return them to the Administrator within 7 days from the date of receiving the request in the written or electronic form. After this deadline, the Administrator will be entitled to charge statutory interest for the delay.
11. If the Advertiser pays remuneration in a foreign currency, it will be paid out to the Partner by the Administrator in the same currency if the Partner provides the details

of a bank account, internet wallet, or internet payment system that allows payment in this currency. Otherwise, the cost of converting the remuneration into Polish zloty from the currency in which the Advertiser pays it to the Administrator or the related losses due to currency exchange rates shall be borne by the Partner, and the remuneration paid to him by the Administrator will be reduced accordingly.

12. In the event of a reasonable suspicion that the remuneration was obtained as a result of actions violating the law or the provisions of these Regulations, the Administrator may deduct it from the Partner's account - both from existing and future funds (negative balance). The Partner agrees to make deductions from the funds on the Partner's account on the Website.

§ 8. Termination of the Agreement and Term of the Agreement

1. The contract concluded between the Partner and ATG comes into force upon the Partner's acceptance of these Regulations and positive verification by the Administrator. The agreement is concluded for an indefinite period of time.
2. Each Partner has the right to terminate the contract concluded with ATG at any time, with immediate effect.
3. ATG has the right to terminate the contract with the Partner with immediate effect, in particular, due to a breach of the provisions of these Regulations, and also:
 - a. when an illegal software generating Artificial Traffic on the website is detected during a campaign;
 - b. when the Partner's Traffic Source does not generate any traffic for a period exceeding one year;
 - c. when the Partner behaves in an inappropriate manner, trying to generate or generating Artificial Traffic while participating in a Campaign.
4. ATG has the right to terminate the contract with the Partner with a 14-day notice, at any time, without justification.
5. ATG is obliged to inform the Partner by e-mail or via the website about the termination of the contract.

§ 9. Complaints

1. ATG will do its utmost to ensure proper and uninterrupted use of the Website.
2. Any disruptions that occur while using the Website and are relevant to its functioning may be the subject of a complaint filed by the Partner. Complaints should be submitted to the following e-mail address: info@adtogame.com Other problems related to the services provided within the Website's range of activities can also be reported.

3. Complaints will be considered as they arise, but not later than within 14 days from the date of their submission by the Partner. The Administrator reserves the right to leave the complaint unanswered if it concerns objections caused by the lack of knowledge of the Regulations or the Partner's failure to comply with the instructions provided to him for the proper provision of services or use of the Website.
4. To diagnose irregularities in the functioning of the Website's services, the Administrator reserves the right to interfere with the technical structure of the Partner's account.
5. A reply to the complaint will be sent to the e-mail address provided by the Partner during the registration process on the Website.

§ 10. Final provisions

1. To all matters not settled by the Regulations, appropriate provisions of the Civil Code and Act on Rendering Electronic Services shall respectively apply.
2. Any amendment to these Regulations shall be made known to the Partners by sending them to their account on the Website and announced on the Website. The partner may object to those changes by sending an e-mail or filling out a contact form. As a consequence of objection to the changes in the Regulations, the Partner's account will be deleted no sooner than within 14 days of receiving the objection from the Partner. By continuing to use the Website after the changes are made will be considered an acceptance of the changes to the Regulations.
3. Any disputes arising during the cooperation between ATG and the Partner, the parties shall settle amicably. However, if the matters cannot be settled amicably, the court of competent jurisdiction for the Administrator's seat shall be selected to settle disputes.
4. If it is found that any of the provisions of the regulations are invalid or have no effect, this circumstance will not affect the validity and effectiveness of the remaining provisions of the regulations and the contract between the parties, unless the circumstances clearly indicate that without the provisions directly affected by the invalidity or ineffectiveness, the contract would not be concluded. Invalid or ineffective provisions, with the unanimous agreement of both parties, shall be replaced with legally valid and fully effective provisions, which will result in legal consequences as similar as possible to the original economic benefits for both parties.
5. The Regulations enter into force on 6 July 2021.

§ 11. Personal Data

1. The Administrator of your personal data is Game Media Sp. z o. o., Hubska 52/14 Street, 50-502 Wrocław, TIN 8992868696, REGON No. 38441918700000, entered into the register of entrepreneurs kept by the District Court for Wrocław-Fabryczna in

Wrocław, VI Commercial Division of the National Court Register under no. KRS 0000805111, shared capital of 16 000 PLN, hereinafter Adtogame, ATG.

2. The legal basis for processing the Partner's data is the agreement between ATG and the Partner, hereinafter referred to as the Agreement, which requires data processing to execute it. The Agreement is concluded by accepting the Regulations and registering an account on the Website.
3. Providing personal data is not obligatory; however, failure to comply will result in the inability to execute and perform the agreement.
4. Personal data is processed only for purposes related to implementing the Agreement and taking the necessary actions before concluding the Agreement.
5. The data will be stored for no longer than it is necessary to fulfill the purposes of data processing indicated in paragraph 4, i.e. for the duration of the Agreement within the scope of the registration of the Partner's account on the Website, for the period of limitation of possible mutual claims and potentially for the period of ongoing proceedings, and, to a certain extent, for the archiving period required by tax regulations.
6. The Administrator may transfer Partner's data to IT service providers, entities handling electronic payments, and companies that provide software service in order to implement the Agreement.
7. Partner's data will not be transferred to third countries or international organizations.
8. The Partner has the right to request the Administrator to access his data, rectify it, transfer and delete it, limit it, and withdraw consent to the data processing. The Partner also has the right to lodge a complaint to the President of the Personal Data Protection Office.
9. The Administrator will not take automated actions towards the Partner, including actions resulting from profiling, using the personal data he obtained

Partner's Code of Ethics

1. The Partner places the Advertiser's links and advertisements in the Traffic Source to promote the Advertiser.
2. By taking part in the Campaign, the Partner undertakes to act solely for the Advertiser's benefit and advertise the Advertiser's offers with dignity.
3. Under no circumstances can the Partner:
 - a. post on websites offers that contain images or content that is in any way: obscene, pornographic (this does not apply to campaigns in the "18+" category), threatening, offensive, illegal, hateful, harmful, harassing, racist, discriminatory, or in any way infringing any copyright or intellectual property rights;
 - b. use forbidden techniques to promote own websites, i.e., spamdexing;
 - c. generate artificial traffic by spyware, automatic clicking machines;
 - d. send, replace or overwrite cookies;
 - e. organize mailings that may be considered "spam", send e-mail messages to recipients who have not given their prior, intended consent to receive the message;
 - f. overload the ATG system with artificial inquiries;
 - g. use prohibited keywords specified by Advertisers in the description of a Campaign.
 - h. use brand bidding in affiliate programs that prohibit it;
 - i. take other actions that directly contribute to an unfair increase in the Partner's remuneration.
4. It is the Partner's responsibility to follow best advertising practices.
5. This Code is an integral part of the Agreement between the Partner and ATG. Violation of any point of the Regulations of Cooperation or the Code of Ethics is the basis for termination of the contract, effective immediately.

Pricing models

CPA (Cost Per Action) - in this model, the partner receives remuneration only if the final user reaches the previously set out conversion defined in the campaign name or description (campaign rules must be followed).

CPL (Cost Per Lead) - this model is based on completing an action by the end-user that was specified by the advertiser. It might include the SOI and DOI models described below.

SOI (Single Opt-in) - conversion happens when the end-user registers using his e-mail address without confirming;

DOI (Double Opt-in) - conversion happens when the end-user registers using his e-mail address and confirms registration within the e-mail they received;

CPP (Cost Per Play) - conversion is completed when the end-user plays the game (it might require registration, downloading the client's game, or starting the game);

CPI (Cost Per Install) - conversion is completed when the end-user (mobile) installs the application/mobile game.

CPS (Cost Per Sale) - conversion is completed when the end-user makes a purchase within the promoted website or application. The Partner receives a commission that is a percentage of the sum spent by the end-user or a fixed commission pre-determined by the Advertiser.